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Copies of
**Briefs and
Correspondence**

Connected with Conferences
Between

**Union Milk Co. Limited
and its Employees**

**Regarding the Organization
of Dairy Employees' Union
Local 987
of the A. F. of L.**

August 2nd, 1943.

TO OUR EMPLOYEES

This pamphlet contains the Briefs and Correspondence connected with the formation of a Labor Union among our employees. It is given to you for your information in order that you may be fully informed on negotiations to date.

Union Milk Company Limited

BRIEF OF ARGUMENT

Presented by

DAIRY EMPLOYEES LOCAL UNION No. 987

of the

International Brotherhood of Teamsters, Chauffeurs, Warehousemen
and Helpers of America.

On behalf of the members thereof, employed by the Union Milk Company, Limited, hereinafter to be referred to as the "Union."

In the matter a dispute concerning "union recognition", the establishment of a written agreement between the parties of the dispute including union recognition and certain working conditions. The Union Milk Company, Limited, of the City of Calgary, hereinafter referred to as the "Employer."

For presentation to the Board of Arbitration, set up under the Industrial Conciliation and Arbitration Act of the Province of Alberta and hereinafter referred to as the "Board."
Gentlemen:

The dispute in question upon which you are asked to make an award, arises from the request of the "Union" for the right of collective bargaining with the "Employer," on behalf of the employees of the said "Employer." The dispute cannot be over the present right of the "Union" since that right has already been given to the "Union" by the employees. The dispute is now whether that right should continue, and whether the "Employer" should by virtue of the selection of his employees recognize the "Union."

The Employer does not deny the fact that the employees through some form of association or organization should have this right. In fact we are led to believe that through recent actions of the Employer it is their desire that an association or organization should operate for this purpose. The point in argument is therefore the basis upon which this association or organization should be formed.

The Union welcomes this opportunity of placing their case in the hands of your Board with confidence that our requests are reasonable and fair, we look forward to a satisfactory decision which will be to the benefit of both parties.

Since the employees in question have already signified the organization they desire to represent them, there should in our opinion be no dispute. However we are prepared to place before your Board all the information at our disposal so that your task may be made easier.

The International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America were organized in the year 1903 and have been operating as an organization of workers to the betterment of both employers and employees since that date. Our International is an affiliated part of the American Federation of Labor and as such are bound by the policy and principles of the American Federation of Labor. We feel your Board are well enough informed that remarks on our part in this regard are not necessary.

Permit us at this junction to include in this brief an extract from the Constitution of our International Union which will visualize for you the objects of our organization:

Section 2—Objects:

"To organize under one banner all workmen engaged in the craft, and to educate them to co-operate in every movement which tends to benefit the organization; to impress upon our membership, our employers, and the public that it is to the advantage of all concerned that workers be organized; the organization of our craft requires honest and intelligent membership, adapted to the business; we teach our membership the advantage, benefits and importance of their industrial position, and we endeavor to build up and perfect a labor organization in conformity with the highest standards of our American and Canadian citizenship; we seek to improve the industry by increasing the efficiency of the service and by instilling confidence, good will and understanding between our membership and their employers, which will have the effect of preventing unnecessary conflicts or serious misunderstandings between the membership and their employers, and which will further encourage co-operation and fair dealing with all employers so as to secure for our membership reasonable hours, fair wages and improved working conditions".

Originally Dairy Employees in Calgary were members of **Local Union 528 of the International Union**, however, through increases in membership of that Local and requests for organization from other groups of workers under the jurisdiction of our International it was decided for the benefit and efficiency of operations, both for employee and employers that Dairy employees be chartered as a separate union last November.

Prior to this date, Local Union 528 had operated on a mutually satisfactory basis with employers in Calgary since February 14th, 1917. Operating on a "mutually satisfactory basis," we mean that agreements were signed between the union and employers in which the self same requests we are now placing before your Board were included. Local Union 528 also had agreements with a certain dairy in Calgary for the past twelve years of which we shall enlarge upon further in this brief.

Trade unionism and collective bargaining with employers in our Dominion is somewhat new. Our people and more particularly our employers have not as yet come to realize the benefits of trade unions as a form of meeting with their employers. Here in the City

of Calgary we have some 7 Local Unions covering practically every craft, trade and type of business. These Unions are operating and working with industry and business in every respect and have been doing so for many, many years. Our record compares with that of the best in the land. Our Unions take their rightful part in all civic interests and are without a doubt an asset to the community. Why, then, we ask, should not another group of workers be permitted to come within our fold and to become a part of that body that is taking their place in the community by having their organization recognized by their Employer? We see no reason why recognition of any Union founded on a policy the same or similar to ours should not be granted by industry. The right of recognition and the taking of their rightful place in this Dominion of ours is being recognized more and more every day. In this respect let us bring to the attention of your Board the policy of the Dominion Government as established in June, 1940.

"That employees should be free to organize in trade unions free from any control by employers or their agents".

"That employees through the officers of their trade union or through other representatives chosen by them, should be free to negotiate with employers or the representatives of employer's associations concerning rates of pay, hours of labor and other working conditions, with a view to the conclusion of a collective agreement".

"That every collective agreement should provide machinery for the settlement of disputes arising out of the agreement, and for its renewal or revision, and that both parties should scrupulously observe the terms and conditions of any agreement into which they have entered".

Nothing on our part can be said that will bring to the attention to your Board or to the parties concerned a better picture of present day policy with respect to trade unions. We, as a trade union are prepared to carry out to the letter, the policy as established by our Dominion Government. We are also prepared to live within the bounds of legislation passed by our Provincial Government in this respect. Your Board have no doubt received upon your appointment copies of the Arbitration and Conciliation Act of the Province. We trust that a study will be made of its contents.

Other Provincial Governments are also recognizing the benefit of a sound policy in which employers and employees can operate and within the past month the Province of Ontario has passed legislation known as "The Collective Bargaining Act," 1943. The Province of Quebec has also on their statute books legislation for the guidance of employers with respect to their dealings with trade unions. The legislative bodies of these Provinces realize the trend and have set the policy that should be carried out. Why then we ask, should not the employers of our country be guided by this legislation? This is what is known as a democratic country and that is what our fellow workers are at present fighting to preserve. Employers will have to realize this and recognize the right of the working man.

It is not possible for us, nor do we wish to take your time, within this brief to give to your Board a complete outline of all trade union agreements. As mentioned previously, there are some 75 Local Unions in the City of Calgary of which everyone has one or more signed agreements with employers. Our own International for example has agreements with the City of Calgary as an employer and with certain wholesale grocers. As mentioned previously, one of our larger dairies has been operating under agreements with our International for the past 12 years.

This agreement is now in the stages of renewal for a further period with our Local Union. These together with agreements that exist in other cities such as Vancouver, Moose Jaw, Saskatoon and Winnipeg for Dairy Employees only, in our opinion, substantiate our belief that the organization chosen by the employees should be recognized by the Employer in this dispute rather than compel the employees to join an organization chosen for them by the said Employer. No sufficient reason has as yet been forthcoming why we should not be recognized and until such is given then we, and we trust your Board, must rest on the assumption that a properly constituted group of workmen should have the organization of their choosing recognized by the Employer, and that organization, or its duly appointed representatives should be the bargaining agent for them.

Your Board are possibly in possession of the Conciliation Commissioner, Mr. F. G. Cope's report in this dispute. In that report you will notice that discussion took place on a proposed agreement that was presented to both parties. For your information and guidance we are attaching hereto a copy of that proposed agreement. You will note that in the agreement no mention is made of wages and holidays other than the fact that all matters pertaining to these sections will be referred to the Regional War Labour Board of the Province of Alberta. Under existing legislation we are informed that your Board cannot deal with these matters. It is therefore our proposal that an agreement similar to that attached should be entered into and the proper course followed with respect to wage rates and holidays.

We trust that at the opportune time this proposed agreement can be reviewed clause by clause. We are of the opinion that it is a good agreement—one which will be beneficial to both the Employer and the employees. It is an agreement where basically the Employer will still be dealing with his own employees since under Section 6, the employees will appoint from their fellow workers those that will represent them. It is an agreement which in our opinion is not asking a great deal from the Employer since the existing conditions of employment are practically the same as those included in the agreement. It is asking however, one definite thing and that is recognition of the organization selected by the employees of their own free will.

Gentlemen: we feel in the foregoing, we have placed our position before you. We have given you in as few words as possible the operation of our union, both International and Local. We have placed before you the policy that should be followed as given by our government and we now ask one and only one question. Why

should the organization selected by the employees not be recognized by the Employer? That is the question placed before your Board. We trust until such time as that question is properly answered, your Board will be of the opinion that a properly constituted trade union should be granted recognition and will make your award accordingly.

On behalf of the Employees,
Dairy Employees' L. U. No. 987

J. T. Watson, President.
Y. D. Daniels, Secretary.
O. Webb, Trustee.
J. Graham, Trustee.

Brief submitted by the Union Milk Company Limited to the Board of Arbitrators appointed in connection with the dispute between the Union Milk Company Limited and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Dairy Union No. 987.

Gentlemen:

On Friday evening last, June 11th, your Board was presented with a Brief by the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Dairy Union No. 987, in which it was requested that your Board should make an award regarding the demand of that organization to be the sole bargaining agency regarding wages and working conditions with the Union Milk Company Limited; and your Board requested the Union Milk Company to present its arguments in reply to this demand.

The Union Milk Company has been in business since October 1st, 1909, and at no time during that period have there ever been any differences or requests that have not had prompt consideration. Consequently when we were presented with the demands of a Labor Union purporting to represent our employees, we were somewhat surprised. The Company has, at various times, had negotiations regarding wages and other matters with its employees, in which the friendliest relations have always prevailed and satisfactory conclusions arrived at. It has never to our knowledge been considered necessary or advisable by our employees, during this long period of time, to request of the Company that they negotiate with the employees respecting hours of work, holiday pay and other working conditions either directly, as provided under the Industrial Standards Act, or through a Labor Union affiliation with one of the International Brotherhoods. The Company has always been rather proud of the fact that our scale of pay and working conditions compared very favorably with other firms engaged in the same industry in this city.

We have always dealt with our employees either individually or collectively according to their wishes, and we are very strongly opposed to any form of coercion which may compel any of our employees to join any Union, or other organization, to secure or retain employment in this Company in order to earn a living. We submit that it is not in the best national interest that the control and direction of Canadian Labor should be placed in the hands of an organization which is controlled elsewhere than in Canada, and which may, from time to time, be motivated by considerations other than those of the best interest of our employees and of the industry in this particular district. The point at issue, therefore, seems to be what form of collective bargaining should be invoked.

In considering the right of Local Dairy Union No. 987 to represent the employees of the Union Milk Company Limited, let us endeavor to ascertain on what grounds they have arrived at this conclusion. According to a report made to the Minister of Trade and Industry by the Conciliation Officer, Mr. Cope, a statutory declara-

tion was made by Mr. John T. Watson, President of the Dairy Employees' Union No. 987, to the effect that at a meeting of the Dairy Employees' Union No. 987, on March 9th, 88 of our employees attended a meeting of the Union in the Labor Temple; the inference being that all of these were members of the Union, out of a total of 117 which the Union stated were eligible for membership. The Conciliation Officer was under a misapprehension in regard to the list furnished to him by this Company. The list furnished was merely illustrative as to the scale of remuneration received by certain classes of our employees and was not intended to, and did not in fact, show the total number of employees of the Company. The facts are, the Company at the present time has a total number of employees of 191 persons, exclusive of executives, and in addition to this we must give consideration to the 59 employees who have joined the Armed Forces, 37 of whom were employed by the Company prior to the commencement of the war, and who are still carried on our Group Insurance Policy.

The Government has made it an absolute requirement that employees now in the Armed Forces of Canada shall be reinstated by their employers at the conclusion of the war. It is, therefore, only fair that their wishes regarding any bargaining agency should be considered, especially as those employees who have been taken on in the meantime, to replace those in the Armed Forces, must be considered as temporary employees only, and therefore not entitled to vote for those whose positions they are filling temporarily.

It may be that no matter how fixed is the intention of the Government to reinstate the members of the Armed Forces in their jobs at the end of the war, or how great may be the goodwill of the employer toward carrying out that purpose, the returned man, the Government, and the employer may be met at the threshold by Union leaders who are in complete command of the situation; who can say to all of them, "No, you do not employ this man without our consent and you do not discharge any of your present full staff to make room for this returned man." There is every possibility that, in accordance with Union organization and practice, an initiation fee for entrance into the Union may be fixed, and that this fee may be an amount that would be a serious obstacle to the returned man, or might even prohibit him from buying back his job. Of the total number of 191 employees, 54 have been with us fifteen years or more, and many of these have spoken to the Company officials stating they do not wish to belong to a Labor Union, but would prefer to conduct their own affairs with the Company through their own representation. Of the total number of employees on the payroll at March 9th this year, 27 have since left our service.

In view of these facts respecting our present employees, we cannot believe that the Local Dairy Union No. 987 has the right to represent our employees, or was ever presumed to have been given that right at any time during the past several months when meetings were held in the Labor Temple.

During the years 1930 to 1939, conditions in the labor world became deplorable and the dairy industry did not escape. This Company, having regard for the faithful and loyal services of so many of its employees, did its best to maintain the rates of pay previously

in effect, but we found ourselves faced with grave difficulties in so doing, because we had competitors who took advantage of the low rates of pay prevailing in so many industries to operate more cheaply than our Company could, and there were therefore able to cut prices. It would seem certain that Labor Unions were aware of these conditions, but apparently they were quite unable to do anything to relieve it and give the men more desirable conditions. Was not that the time to come forward, when wages were low and unemployment general—to come forward to improve the position of employees through organizing, making demands for better wages and working conditions, instead of doing now in wartime, when there is a scarcity of labor and when wages and working conditions are better than they have been at any time since the last war?

In such a business as that carried on by this Company, regulated as it is by Government control under the Board of Public Utility Commissioners, demands for higher wages, shorter hours, increased holidays, et cetera, can only be met if accompanied at the same time by increased charges to the ultimate consumers of the Company's products. It is, therefore, obvious that such changes, if desirable and necessary, should be made of general application to the entire industry; otherwise any company making such concessions will be immediately placed at a disadvantage in comparison with competitors who have not granted such concessions. The government of this province has recognized the desirability of establishing uniformity in regard to wages and working conditions in each industry, and has, by the Industrial Standards Act of 1935, provided a means by which an Association of employees of any company may be organized for the purpose, in the words of the Act, "of advancing their economic conditions free from undue influence, domination, restraint or interference by employers or associations of employers."

This Act seems to have very many desirable features and certain powers to protect both employer and employee which Labor Unions cannot possibly have. In the first place, the Act states it sets up for all employees in a certain industry in a certain area, such as the City of Calgary, a minimum wage scale for all persons employed in that industry, and any new firm starting up in the same business in that area would be compelled to pay wages according to these minimum standards. Secondly, it puts every company in the same industry on the same basis, with regard to the cost of producing a commodity, insofar as wages and working conditions are concerned, thereby giving some protection to the employer who is willing and anxious to maintain fair wages and working conditions for its employees in depression times. Inasmuch as it brings all employers and employees under the same regulations, it would leave an industry such as ours safe from conflicting conditions such as might be occasioned by a large number of both Union and non-Union men.

This Act, in our opinion, at least gives to the employee not only all of the advantages which he can hope to secure under a Labor Union Agreement, affiliated with some International Brotherhood, but it gives him more, and greater, protection without cost to himself, in the way of monthly dues, and in addition he is in a position to look after his own business because the officers representing the industry in this instance are as follows:

Two representing employees are elected to represent the employees on the Board; two representatives of the employers are selected, and a Chairman appointed satisfactory to all parties concerned.

These five constitute the authority under the Act to carry on the business of the employee and the employer. They negotiate a wage agreement in the industry, under collective bargaining, and determine working hours and working conditions. They also deal with conditions affecting the operation of the industry as it affects the employees, and when this has been accomplished to the satisfaction of the employees and employers, then the agreement is entered into for a period of one year. This agreement is sent to the Government at Edmonton and is registered, and the terms and conditions made mandatory. This Act is administered by the Government, consequently any time the elected body is unable to agree on any of the requests or demands of the employees or employers, the Government will conciliate or arbitrate as becomes advisable or necessary to arrive at a satisfactory conclusion. Yearly agreements entered into are subject to renewal or change as requested by either party.

Under this Act all companies in the same industry must pay the same minimum rates of wages, thus protecting all employees against unfair wages, particularly in times of depression. All of this is accomplished without cost to the employees—in other words, they have the co-operation of the employer throughout the period of the contract in arriving at wages and working conditions under the watchful eye of the Government, thus affording the full advantage of the protection of the Act at all times. This, in our opinion, is the most desirable position in which employees and employers could find themselves in the conduct of any business, where they are permitted and enabled under the laws of the country to work out their own problems to their mutual satisfaction.

The Union Milk Company therefore feels that if our employees at this time wish to deal with the Company in its future relations on a collective and bargaining basis, that such an agency should be established under the Industrial Standards Act; for the reasons above mentioned. This should establish the most harmonious relationship possible, which is so desirable and essential in the proper conduct of any business. We firmly believe that the wisest course lies in the conclusion of an agreement with our employees under this Act, rather than that of the ordinary Labor Union Agreement as it is now proposed, and we request your Board to see that our employees are given the fullest possible information on the Industrial Standards Act in order that they may learn for themselves the benefits to be secured under it, and a happy and satisfactory relationship established between employer and employees.

We understand that some 21 industries are operating under this Act in Edmonton and at least 4 in Calgary, one of those in Calgary being the baking industry whose business is very similar in nature to that of the milk distributing business. It is our understanding that all of these industries in Calgary and Edmonton under the Industrial Standards Act have proven entirely satisfactory to both employee and employer. The Industrial Standards Act has been

instrumental in the prevention of industrial strife, which cannot be said regarding Trade Union Agreements.

The chief objection of the Union Milk Company to an agreement with Local Dairy Union No. 987 is the danger of entangling allinaces which may develop because of labor troubles in some other dairy and also in the way of sympathetic strikes. Futhermore, sympathy strikes might be called not only in the City of Calgary, the Province of Alberta, but in other provinces, depending on the demands of the Brotherhood.

Under these circumstances, no matter how well a company might treat its employees, or how fair it might be in all its negotiations with them, the employees themselves are helpless to help themselves because they are entirely in the hands of an International organization, and thus the spirit of harmony, goodwill and even loyalty, which should exist in every industry to enable it to operate successfully, is non-existent, as employers and employees no longer come together to discuss their problems, and employers must meet only the Union representatives.

Your Board must readily agree that a regular supply of milk to the population of any city is most essential, in fact it should not be interfered with in any way, as it is our most important food, especially for the sick and for little children. Consequently, the relationship of employer and employee must be established on such a basis as to practically guarantee the satisfactory distribution of milk at all times, and this, in our opinion, can only be accomplished under the Industrial Standards Act of Alberta, a legislation which was enacted to make such a position in industry possible.

Respectfully submitted,

UNION MILK COMPANY LIMITED

TMC.MEC.

T. M. Carlyle,
President.

Brief Presented by Union, No. 987

June 19th, 1943.

Mr. Chairman and Gentlemen :

In reviewing the brief as presented to your Board by the Union Milk Company, there is in our opinion very little that warrants comment from our committee.

Let us again however, impress on your Board that it is not the Union as an individual that is making the requests in our case—it is the employees of Union Milk Company themselves. We as Officers of the union are only acting on their behalf. Mr. Carlyle in the Company's brief states that since the commencement of their Company in 1909 all requests of the employees have received prompt consideration. This, gentlemen, is another request from that same group of employees. Unfortunately however to date it has received no consideration from the Company. Mr. Carlyle also in our opinion is endeavoring throughout his brief to influence your Board and also the employees into forming an organization of his choosing instead of allowing the employees to continue with the organization they have already formed to represent them.

Should Mr. Carlyle be so desirous of having an Industrial Standards Schedule for the dairy industry in Calgary, the employees are quite agreeable, in fact are very desirous of such and will co-operate to that end when the time is again possible that such can be brought into being. The question is however: What are we as the employees to do in the meantime? Are we expected to idly sit by, without making some effort of formulating a plan of conditions that will guarantee to some extent that we will not be back in depression years such as we have gone through in the past? Gentlemen, to ask us to do that is hardly fair.

If the Union Milk Company were so desirous of a "company union" or "association" for the employees this should have been started many years ago. We, as the employees have recognized that need and have now selected our own association and we ask that it be recognized. We have as members of our organization 104 of the employees and have an additional 13 employees on Honorary Withdrawal Cards who have joined His Majesty's Forces. This is no doubt a majority of the employees who are entitled to membership in the particular organization we have selected. Unfortunately office employees, engineers, blacksmiths, mechanics and employees of this type are not eligible for membership. If they were we feel certain our membership would be larger.

Since becoming members of the organization of our choosing, we have studied, we have read the legislation known as Industrial Standards, we have reviewed the operations and actions of other unions, we have as far as possible endeavored to secure the necessary information so that through the medium of a trade union agreement we would be able to bring about a spirit of co-operation, con-

fidence and self security for all. This would benefit the Employer just as much as the employees. In the proposed agreement as presented to your Board we have endeavored to enumerate these conditions. For example, Mr. Carlyle is concerned over the possibility that should he be forced to sign an agreement with the union there is the possibility that his employees through sympathy or other reasons might cause a strike in the dairy. Gentlemen, read Clause 8 of the proposed agreement. We guarantee not to go on strike. Has Mr. Carlyle any guarantee today that his employees will not go on strike? No, gentlemen, he has not—nor would he have under an Industrial Standards schedule. Many other clauses of the agreement are a direct obligation on the employees. We recognize the fact that employees joining His Majesty's Forces are entitled to former position or a position of a similar nature. This is included in the agreement, it could not be included under Industrial Standards. We recognize the rights of the Employer in the management of the the business, we recognize the responsibility of the employees in respect to carelessness which might cause damage to the Employer's property. These and many other items are included in the agreement which could not be included under an Industrial Standards schedule.

The question has been raised as to why the employees through this agreement are desirous of every employee being a member of the one organization. Gentlemen, it would be a very unhealthy situation for the Employer should the employees be allowed to have more than one organization to represent them. It possibly would not affect the employees one bit. It most certainly would affect the Employer if he were called upon to deal with two or three organizations on behalf of his employees. That is why we have requested what is known as "closed shop." Basically we are endeavoring to establish a plan that can be carried on in the years to come that will be beneficial to both the Employer and the employees. Closed shop is a help to the Employer far more than it is to the employees. It guarantees to the Employer that he will never be confronted with dual organization and also guarantees that he will not be faced with the possibility of his employees affiliating with an organization that is less democratic than ours and instead of making requests would make demands.

And so, Gentlemen, we could possibly go on indefinitely giving you reason after reason why this should be done and that should not be done. It is unfortunate that we as a group of workers having served our Employer faithfully should be called upon to exert every ounce of energy to bring about such a simple request as that made by us at this time.

All of which is respectfully submitted,

For the Employees:

J. T. Watson
R. Scott
O. Webb
J. Graham.

IN THE MATTER OF A BOARD OF ARBITRATION
appointed under the
Industrial Conciliation and Arbitration Act, 1938
with reference to dispute between the
EMPLOYERS OF THE UNION MILK CO. and
MEMBERS OF LOCAL UNION No. 987
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS
OF AMERICA

REPORT
OF THE BOARD OF ARBITRATION

The nature and cause of the dispute is the request of the employees for Union recognition, and also an Agreement as to conditions of employment.

Your Board wish to report that they have held many sessions and listened to much evidence submitted in the forms of briefs and general talks. The employees represented by Officers of their Union, and the Managers and Principals of the various Dairies have had ample opportunity to present any desired evidence to your Board.

Your Board are desirous of drawing to your attention the following, in Paragraph (2) of the Order-in-Council of their appointment:

"A Board of Arbitration in respect to conditions of employment in relation to these employees and their employers."

From this it must be quite apparent that you expect your Board to make a recommendation as to conditions under which the employees shall work.

Your Board find that at least 70% of the employees of the Union Milk Company asked for Union recognition.

Your Board are of the opinion that a great majority of the employees are desirous of Union recognition and a signed Agreement by the Employers with the Union.

In view of the present world conditions and public utterances of the two great Allied Leaders, Prime Minister Churchill and the President of the United States as expressed in the Atlantic Charter referring particularly to "freedom from want" and "freedom from fear," your Board believe that these conditions can be more closely reached since such an overwhelming percentage of employees are desirous of having Union recognition by allowing them to have that Union recognition.

Your Board have given great and studied consideration to the question of "Open Shop" vs. "Closed Shop" and in considering this question, one must, of necessity, look about and see what has happened in other essential services where the "Open Shop" has permitted a second organization to get started, and cause friction among the employees and with their employers, causing great distress and inconvenience to the general public.

Your Board believe that time will show that we are rendering a great service to the employers and to the general public by granting the request of the employees for a "closed shop." It must be apparent to all, that throughout the country there is a movement by a small percentage of men to get a start of their organization in different Industries, which eventually leads to friction, and the results have been far from beneficial to the Community in which they have operated or to the employers employing them.

By having 100% of the Employees joining a responsible and respectable Union, we believe it will be to the best interest of all concerned.

The employees submitted to your Board certain suggested conditions governing their employment. A copy of this was handed to the representatives of the Union Milk Co. and they were afforded ample time and opportunity to point out to your Board any of the suggested conditions that might be obnoxious to them, and your Board received no such disapproval by the Union Milk Co.

We wish also to let you know that the same conditions of employment were submitted to the Model Dairies, and the Model Dairies were quite frank in stating that those conditions would be acceptable to them. Therefore, the members of your Board, not being themselves Dairymen, must conclude that the conditions must be satisfactory, to a Dairy wishing to operate with the greatest co-operation of its employees.

The award of your Board, therefore, must be:

- (1) The men are entitled to Union recognition with "Closed Shop."
- (2) To a signed Agreement between Union No. 987 and their Employers.
- (3) The attached to be a contract between the Union Milk Co. and its employees.

Respectfully submitted,

"W. E. SPANKIE,"

Chairman.

"G. G. CUSHING,

Member.

In the Matter of a Board of Arbitration under the Industrial Conciliation and Arbitration Act of the Province of Alberta, 1938, with Reference to a Dispute between the Union Milk Company Limited and certain of its Employees, Members of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 987.

TO THE MINISTER OF TRADE AND COMMERCE

Report of the Minority Member, on the Evidence presented to the Board of Arbitrators.

Some time in January, 1943, negotiations, originating with the above named Union, began with the Union Milk Company to consider a wage agreement with their employees. Meetings were held in January and February of this year but as no progress was being made it was suggested that the matter be referred to a conciliation commissioner under the above Act. The Commissioner was appointed March 26th, 1943, and in his undated report the opening paragraph reads as follows:

"The nature and cause of the dispute is a request by Local 987 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America for union recognition, a union agreement, and general increases in wages."

The evidence indicated that the scale of wages and the working conditions of this Company are now and always have been among the highest in the industry.

The Company is strongly opposed to any form of coercion which may compel any of its employees to join any union in order to secure or retain any employment in the Company, particularly when that Union is controlled outside of Canada.

The Company presently employs 191 persons, of which 147 are eligible for membership in the union, to which number must be added 59 on Active Service, making a total of 200 interested employees. Only 88 attended a meeting at the call of the American Federation of Labour. This is not even 50% of its total interested employees, and deprives the employees on Active Service of the right to say what organization they desire to belong to before they are put in the position that on their return they must join a certain union before they can earn their livelihood.

The Order-in-Council dated June 2nd, 1943, appointing three arbitrators in this dispute describes their appointment as being "in respect of conditions of employment in relation to these employees and their employers." In the absence of anything more specific it must be assumed that the quotation from the conciliation commissioner's report quoted above represents the dispute referred to. As a matter of fact, there was no dispute between the Union Milk Company and its employees other than the present reference.

With respect to the dispute as quoted above, that part of it dealing with general increases in wages was admittedly beyond the power of the Board of Arbitration to consider, because any increase in wages is under the sole control of the War Labour Board and this has already been satisfactorily adjusted and no agreement with respect to an increase in wages and certain other working conditions can be effective except with the approval of the Board.

As to union recognition and a Union agreement, these are essentially the same, because if an agreement is entered into with the union it is equivalent to union recognition. The result is that the only question properly before the Board of Arbitrators was whether the Union Milk Company should or should not be compelled to enter into an agreement with the Union. **It was contended, quite properly, that the Board of Arbitrators could not, under the terms of their appointment, consider the detailed terms of any agreement, and while there was submitted by the union along with their original brief a copy of a proposed agreement, at no time were the details of the agreement considered by the Board.** Consequently, in the absence of any evidence as to these details the Board is not in a position to make any award with respect to such details. It can only properly say that there shall or there shall not be an agreement between the Union Milk Company and its employees.

No dispute in the true sense of the word exists at all. The relationship between the employees and the Company has been a particularly happy one. A number of the employees have now been induced to join a union affiliated with the American Federation of Labour and have demanded that the Company enter into an agreement with it and have forced an arbitration solely as to whether the Company should be compelled to enter into an agreement with the American Federation of Labour Unions.

The draft agreement submitted by the union was considered at a meeting on April 19th, between the commissioner and officers of the Union Milk Company, but at the same time it was stated on behalf of the Milk Company that they were there to get an interpretation and explanation of the proposed agreement. In this report and in the subsequent briefs presented by the Union Milk Company it is quite clear that the Milk Company then and since have raised objections to certain phases of the proposed agreement, among them being the following:

1. The Milk Company objected to the provision in the agreement providing that all employees in the dairy department of the Company should be compelled to be either members of the union or to become members of the union within fifteen days after the beginning of their employment.
2. The Company objected to provisions for promotion based on seniority alone, and have taken the position that the Company alone can decide on promotions, based on ability, experience and record.
3. The agreement of the union not to enter into sympathetic strikes is not effective because there is no enforceable con-

trol, legal or otherwise, over the members of the union to compel them to carry out their terms of the contract.

4. Under separate union agreements one Company may cancel its agreement with the union, cut its wages, and then provide unfair competition, if not in the price of its commodity then by additional service or services. The agreement cannot be enforced except by a strike and that is not likely to take place in bad times. The result is that the whole industry is at once affected and either the other companies must go out of business or to meet unfair competition, must cut their wages. This actually happened in Calgary a few years ago and all the old employees of these companies know this danger and appreciate the difficulty. This cannot happen when the whole industry is under the Industrial Standards Act, because if all the standards are not maintained then the Government itself prosecutes the offender and stiff fines are provided for and, in default, imprisonment. Every company in the industry is on the same basis, so that the fair employer who pays proper wages and provides proper working conditions is protected against the employers who otherwise could pay low wages and reduce costs of production. None of these advantages can come from an agreement with the American Federation of Labour.

As an alternative the Company has proposed in its brief that advantage be taken of the Industrial Standards Acts and has offered to enter into an agreement which would give the employees all the protection they would receive under a union agreement and at the same time have the operation of such an agreement under the supervision of a Minister of the Provincial Government. There are many advantages to agreements operating under this Act, and so far as can be learned the 20 or 25 industries now operating under that Act are working satisfactorily. Among other things, the Act provides the following:

1. The Government appoints certain Industrial Standard Officers, whose duties it shall be to conduct impartial inquiries and investigations respecting all matters coming within the scope of the Act, and its regulations.
2. Either employers or employees may petition the Minister of Trade and Industry at any time to give consideration to the completion of a contract between employers and employees. Upon such an agreement being entered into the Minister may indicate his approval thereof, and thereupon the Lieutenant-Governor-in-Council may declare such schedule and agreement to be in force for the ensuing twelve months and it shall then be binding upon every employee and employer in such industry. Such agreement would apply to all firms and individuals of the particular class of industry within the zones as defined by the Government.
3. The agreement and the schedules are enforceable against either party to the agreement and in the event of any violation of the provisions of the agreement the following pen-

alty is provided: "Every person who violates any of the provisions of this Act or the regulations shall be guilty of an offence and liable upon summary conviction where no penalty has been specifically provided, to a fine of not less than \$1.00 and not more than \$100.00 together with costs, and in default of payment to imprisonment for not more than thirty days."

4. A joint committee of two employees and two employers and a Chariman elected by them or appointed by the Government, which is empowered to hear complaints and generally assist in enforcing the schedule and agreement.
5. It is evident that the intention of the Act is to provide a simple and effective method for collective bargaining and to maintain harmonious relationship between the employer and employee.
6. There are no union dues or other expenses to be paid by the employees.

In reply to the brief of the Union Milk Company the union makes the following statement:

"Should Mr. Carlyle be so desirous of having an industrial standard schedule for the dairy industry in Calgary, the employees are quite agreeable, in fact they are very desirous of such, and will co-operate to that end when the time is again possible that such can be brought into being."

Apparently the union, as well as the industrial commissioner, were labouring under the mistaken idea that new agreements under the Industrial Standards Act were not now possible. That is incorrect, because subject to the limitations of the War Labour Board, the Department of Trade and Industry will consider and would undoubtedly welcome any new contracts under the Industrial Standards Act. The same limitations of the War Labour Board would apply to any contract proposed by the union itself.

In view of the lack of information to the members of the Board about the operation of the Act and of the results of agreements already authorized under the Act, a request was made by this member of the Board that the Deputy Minister of Trade and Commerce be invited to attend a meeting of the Board at his convenience and give the Board the benefit of his knowledge and experience in the administration of the Act. In view of the tentative agreement between both parties in this arbitration that an agreement under the Industrial Standards Act would be acceptable, such authoritative information would be both desirable and necessary. This request was ignored by the Chairman.

In view of the definite proposal of the Union Milk Company and the definite acceptance of the union, it is difficult to understand how any award can be made by this Board of Arbitrators other than the proposal and acceptance of an agreement under the Industrial Standards Act should be recommended by this Board. This minority report is presented because the majority of the Board were wrong in finding that the company should be compelled to enter

into an agreement with the American Federation of Labour and the Board should have found that a uniform agreement should be entered into by the Union Milk Company in conjunction with the three other pasteurization plants and their employees, and that a joint application should be made to bring the entire pasteurization industry within the Calgary zone under the Industrial Standards Act.

The introduction of an agreement under the Industrial Standards Act would involve the creation of an industrial zone. The representative of the union states that the only members in its milk division are employees of the four pasteurization plants in the City of Calgary, that is the Union Milk Company, Model Dairies, Co-Op. Milk Company, and Pallesen's Limited, and assurance has been obtained that each of these four companies would be willing to enter into a uniform agreement under the Act.

All of which is respectfully submitted.

DATED at Calgary, this 9th day of July, 1943.

"H. A. HOWARD,"
Arbitrator.

J. T. Watson, Pres.
201 - 12th Ave. N.E.

Y. D. Daniels, Sec'y.
214 - 12A St. N.E.

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS.
CHAUFFEURS, STABLEMEN AND HELPERS
OF AMERICA**

Affiliated with the American Federation of Labor
Dairy Employees Local No. 987

Calgary, Alberta,
July 22nd, 1943.

Mr. T. M. Carlyle,
Mr. E. Peterson.
Union Milk Co.,
Calgary, Alberta.

Dear Sirs:

Dairy Employees Local Union 987 are in receipt of a copy of the majority award of the Board of Arbitration established under the Conciliation and Arbitration Act of the Province of Alberta wherein we note the following award:

1. The men are entitled to Union recognition with a "Closed Shop."
2. To a signed Agreement between Union No. 987 and their Employers.
3. The attached to be a contract between the Union Milk Co. and its employees.

Since this award is the outcome of the Board of Arbitration duly appointed and to which both yourself as Employers and our committee acting on behalf of your employees were able to present our opinions and suggestions we are now desirous that our original request for a signed agreement be carried out, thus carrying out the text of the award of the Board of Arbitration.

We would request therefore that a meeting be arranged at the earliest possible date for the completion of the agreements (copy of which you have already been supplied with) and would request that our committee be advised of the time and place for the holding of a meeting.

If you wish you may notify Mr. Y. Daniels who is the committee member from your plant.

Yours truly,

YORE D. DANIELS,

Dairy Employees Local No. 987.
Recording Secretary,

July 29, 1943.

Mr. Y. D. Daniels, Recording Sec'y.,
Dairy Employees Local No. 987,
214-12A St. N.E., Calgary.

Dear Sirs:

We acknowledge receipt of your letter of the 22nd instant. In submitting our brief to the Board of Arbitration, we, with the other dairies proposed bringing the whole industry under the Industrial Standards Act as being in the interest of both the employees and the Companies.

This was not only acceptable to the employees, but they expressed their strong desire of such and offered their co-operation towards that end.

This was set out clearly in the briefs submitted upon behalf of all the employees.

"Should Mr. Carlyle be so desirous of having an Industrial Standards Schedule for the dairy industry in Calgary, the employees are quite agreeable, in fact are very desirous of such and will co-operate to that end when the time is again possible that such can be brought into being. The question is however; What are we as the employees to do in the meantime? Are we expected to idly sit by, without making some effort of formulating a plan of conditions that will guarantee to some extent that we will not be back in depression years such as we have gone through in the Past? Gentlemen, to ask us to do that is hardly fair."

Apparently there was some doubt on the part of the employees as to whether this could be done at the present time.

We have been advised by the Department of Trade and Industry that there is nothing to prevent the whole industry being brought under the Act at this time. This confirms the view which we held at the time of making our proposal.

In the circumstances, we are now petitioning the Minister of Trade and Industry to bring the whole industry under the Act.

Yours truly,

UNION MILK COMPANY LIMITED.
T. M. Carlyle.

TMC*KD.

IN THE MATTER OF THE INDUSTRIAL STANDARDS ACT,
BEING CHAPTER 312 OF THE REVISED STATUTES OF
ALBERTA, 1942, AND AMENDMENTS THERETO, AND IN
THE MATTER OF AN APPLICATION OF:

Union Milk Company Ltd.
Model Dairies,
Co-Operative Milk (Calgary) Ltd.,
Pallesen's Dairy Ltd.

TO THE HONOURABLE
E. C. Manning, Esq., Premier and
Minister of Trade and Industry,

We, the undersigned companies carrying on business of pasteurizing and distributing milk in the City of Calgary, petition you to convene a conference or series of conferences of the employees and employers engaged in such industry in the Calgary zone, for the purpose of investigating or considering the condition of labor, the practices prevailing in the industry, negotiating standard or uniform rates or wages and hours and days of labor of each industry in the said zone, for a period of one year and to be renewed from year to year if both the employers and employees agree thereto.

DATED at Calgary, in the Province of Alberta, this 28th day of July, A.D. 1943.

UNION MILK COMPANY, LTD.
per T. M. Carlyle.

MODEL DAIRIES,
per S. Colpitts.

CO-OPERATIVE MILK (CALGARY) LTD.
per R. V. Duffey.

PALLESEN'S DAIRY,
per H. O. Borch.